

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 9th day of January in the year of our Lord, one thousand nine hundred and three, between George E. Stalk and Theresa Stalk husband and wife of Edgerton in the County of Johnson and State of Kansas, of the first part, and Effie Scott of the second part: of said Effie Scott prior to the payment of this mortgage the indebtedness of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty One Hundred Fifty and 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: All of North East One Quarter (1/4) of Section Thirty Two (32) Township Fourteen (14) South, of Range Twenty One (21) East of 6th P. M. Douglas Co. Ks.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save all debts owing to \$2000 and Five Thousand Dollars and all other debts owing to John J. Hugg which said party of second part is to pay out of the proceeds of this loan. This Grant is intended as a Mortgage to secure the payment of the sum of Twenty One Hundred and Fifty and 00/100 Dollars according to the terms of a certain Contract note this day executed and delivered by the said parties of the second part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part, heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Barry A. WilkinsGeo. E. Stalk

[SEAL]

Theresa Stalk

[SEAL]

[SEAL]

STATE OF KANSAS,

County of FranklinBE IT REMEMBERED, That on this 9th day of January A. D. 1903, before meGeorge E. Stalk and Theresa Stalk, husband and wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires July 9th 1906J. E. Fischer

Notary Public.

Filed for Record the 11th day of January A. D. 1903, at 8⁴⁵ o'clock A. M.W. L. Armstrong Register of Deeds.By J. C. Newman Deputy.

By following in evidence on the original instrument this is to certify release on
 the original mortgage having been paid in full on 11th of Jan 1903
 the original instruments this is to certify release on
 Effie Scott.

Received 4/18/11
 Floyd L. Lawrence
 Register of Deeds